

INSTRUCTIONS FOR PROCESSING PROFORMA INDEPENDENT CONTRACTOR AGREEMENTS (ICA's):
Ensuring Purchasing Services has been contacted prior to receiving any Services over \$25,000.00 for a contract period. Competitive bids may be required.

1) Complete a Contract Authorization Request (CAR) form. The Contract Administrator should be the person responsible for the day-to-day administration of the contract. This person will be Purchasing's contact for any changes or questions regarding the contract. The person who monitors the work of the Contractor should be indicated on Schedule A as the University Liaison. All areas must be completed in full with sufficient information for the administrative offices to be able to determine that the contract is the correct method of payment. If the contractor is an employee of the university, their employee number must be indicated on the CAR form. Please note that all contracts with 'Individuals' must and will be forwarded to Human Resources for review (unless you have received approval) prior to processing.

2) Fill in the Contractor's name or Company name on the Independent Contractor Agreement (ICA). Each contract must include 'Schedule A' (Services) and 'Schedule B' (Payments). 'Schedule C' (Expenses) should be filled out only if required.

3) Schedule A should have as much detail as possible. A **clear and thorough** description of the services to be performed is required. Details on the timeframes, reporting mechanisms, etc. should be included.

4) Schedule B should reflect the timeframes indicated on Schedule A for payment. For example, interviewers will be required to submit invoices only upon completion of a specific number of interviews. Or work can be broken down into 'phases' with payment being issued upon completion of each phase. The payments should be negotiated as far apart as possible with payments not being more often than monthly (note Supplier Payment Services terms are Net 30 days).

FOR Contracts with INDIVIDUALS: Invoices are to be authorized by the department liaison or contract administrator on a Standing/Part Order Receipt form and remitted to Supplier Services. If the work is complete, the 'Receipt Notification' copy of the Purchase Order can be signed and returned with the Invoice. Contracts with a duration of two months (60 days) or less must be processed as a lump sum payment at the end of the Contract term and receipt of Invoice.

FOR Contracts with BUSINESSES: Forward the Invoice(s) directly to Supplier Payment Services. Please ensure that the Contract number is referenced. Payment for Contracts with a duration of less than 60 days are processed as a lump sum payment at the end of the Contract term and receipt of Invoice.

5) Schedule C (if applicable) must have a maximum dollar amount and will be incorporated into the commitment on the Contract Purchase Order. Original receipts must accompany the Invoice along with the Standing/Part Order Receipt form, quoting the Contract Purchase Order number.

6) Once your first draft is complete and prior to signing, the CAR form, Contract and applicable Schedules may be forwarded to Purchasing Services for review. Please call the Customer Service line at 204-474-8348 for assistance regarding which Team to submit your Contract for review.

7) Purchasing Services will review the CAR form and ICA and notify the Contract Administrator by phone or email regarding any required changes or to advise that the Contract has been approved for signing. **Please see the 'new' [Signing of Agreements - New Policy and Procedures](#) and [List of Signing Officers](#).**

8) Once any requested revisions are complete, the Department/Faculty will make arrangements to have the Contractor and Authorizing Signatory for the Department/Faculty sign the Contract.

9) **Contracts with Individuals:** Forward the CAR form and signed Independent Contractor Agreement (in duplicate) and applicable Schedules (in duplicate) to Purchasing Services.

Upon receipt by Purchasing, a contract number (purchase order number) will be assigned, through Banner, to the contract. One fully executed original contract and a 'Receipt Notification' copy of the Purchase Order will be returned to you. The second original copy of the contract documents will be retained by Purchasing Services. Please forward the signed agreement (the Contract/Purchase Order number will be indicated in the top right hand corner of the contract) to the contractor and keep the Receipt Notification copy of the Purchase Order and copy of the Agreement and applicable Schedules for your records. Note: the Purchase Order is for internal use only and should not be forwarded to the Contractor.

10) **Contracts with Businesses:** Create a Contract Request through EPIC, uploading all the applicable Contract documents, including 'current' Certificate of Status or Business Name Registration form. Upon receipt by Purchasing, a contract number will be assigned to the contract. Once processed, Purchasing will forward the Contract and P.O. to the Supplier. A notification email will be forwarded to the department advising them of the Contract number for their records.

***NOTE - For Independent Contractor Agreements exceeding \$25,000.00**

*Request for Proposals (RFP's) may be required for Independent Contractor Agreements exceeding \$25,000.00. The higher the estimated value and/or complexity of the contract agreement the more involved the quotation/RFP process becomes. Please contact Purchasing Services at 204-474-8348 with questions or concerns.

***NOTE:** If the Contractor is a non-resident of Canada (including, an individual, sole proprietor, organization, corporation or partnership) supplying Services within Canada, the University is required to withhold fifteen percent (15%) of the payment(s) pursuant to the Income Tax Act (Canada) unless the Contractor has obtained and provided to the University, prior to the payment being issued a CRA Waiver indicating that the University is not required to withhold tax on behalf of the Contractor. The CRA Waiver Application can be found at <http://www.cra-arc.gc.ca/E/pbg/tf/r105/README.html>.

Tax treatment of non-residents who perform services in Canada:

<http://www.cra-arc.gc.ca/tx/nrdsnts/cmmn/rndr/pyr-eng.html>

COMPLETE IN DETAIL

**THIS IS A 2 PAGE DOCUMENT,
PLEASE ENSURE THAT
PURCHASING RECEIVES
BOTH PAGES.**

ADD CAR Form number

**CONTRACT AUTHORIZATION REQUEST
(CAR) FORM for Independent Contractors**

CAR FORM # I

Contract Administrator Name:	Department	Date received by Purchasing
Contract Administrator's Address	Phone #	<input type="checkbox"/> Proforma ICA <input type="checkbox"/> Negotiated Agreement

*** If the business is not incorporated the contractor must be represented as an individual "operating as" eg: John Brown O/A ABC Company (even if the business name is registered)*

CONTRACTOR'S NAME & ADDRESS

_____ Ph. # _____
 _____ Fax # _____
 _____ GST # _____
 _____ U of M Employee # _____

**This MUST be completed if a
U of M Employee**

**REQUIRED ATTACHMENTS
FOR BUSINESSES**

(attach to CAR form)

- Certificate of Status
for Incorporated Businesses
(no older than two years old)
- Business Registration

NOTE If contractor is an employee of the University, the requisitioning department must fill in the employee number, if the contractor is not an employee of the University mark N/A in the appropriate space above.

REQUIRED documents for ALL BUSINESSES. DEPT. MUST OBTAIN FROM CONTRACTOR & FORWARD TO PURCHASING w/COMPLETED CAR/ICA.

ORGANIZATIONAL UNIT'S RECOMMENDATIONS: (Must be completed in detail)

- 1.) Summary of work to be performed: _____
AS INDICATED, THIS SECTION SHOULD BE COMPLETED IN DETAIL.
- 2.) Why does the University need to have this work performed? _____
- 3.) Why is the University not hiring an employee to perform this work? _____
- 4.) Does the University have in-house expertise? If so why are you proposing the University contract the work out? _____
- 5.) Why are you suggesting this particular Independent Contractor over other suppliers? _____

IN THE EVENT THAT A DEPARTMENT IS CONTRACTING WITH A U OF M EMPLOYEE or INDIVIDUAL, HUMAN RESOURCES WILL BE REQUIRED TO REVIEW & AUTHORIZE PRIOR TO GIVING AUTHORIZATION TO PROCEED.

IF YOU ARE UNSURE AS TO WHETHER THE U OF M DOES INDEED HAVE IN-HOUSE EXPERTISE PLEASE CONTACT PURCHASING.

ONLY CONTRACTS OVER 60 DAYS MAY BE SET UP FOR PROGRESSIVE PAYMENTS.

ORGANIZATIONAL UNIT'S APPROVALS:

I certify that sufficient monies have been allocated from my unit budget/grant to honour the University of Manitoba's financial obligations under this agreement.

\$ _____ Sched.B excluding GST	Account Number _____	Signature of Signing Authority on account (required)
\$ _____ Sched.C (if required)	Account Number _____	Signature of Signing Authority on account (required)

- LUMP SUM PAYMENT
- PROGRESSIVE PAYMENTS (for contracts over 60 days only)

Effective date of contract _____ End date of contract _____

I agree with the Organizational Unit's recommendations (as listed above) and acknowledge the financial obligations of the faculty/school/administrative unit.

Signature of Department Head (optional) _____ Signature of Dean/Director (required) _____

WE REQUIRE SPECIFIC CONTRACT "START" AND "END" DATES (IE. APRIL 1, 2007 - NOT APRIL 2007).

THESE ARE "REQUIRED" SIGNATURES

*Any consultations or recommendations the Organizational Unit has had may be presented below. (optional)

Department Consultations:

Was anyone else within the University consulted re the contents of this agreement and what were their comments?

DEPARTMENT MUST COMPLETE THIS SECTION IF THE CONTRACT WAS TENDERED OR WAS OVER \$5,000.00 AND NOT TENDERED AND A LETTER OF JUSTIFICATION HAD BEEN FORWARDED TO PURCHASING FOR PRE-APPROVAL.

****AREAS BELOW FOR ADMINISTRATION USE ONLY****

LEGAL COUNSEL

Proforma – Approved Changes

Negotiated/Drafted Agreement

Additional Comments: _____

DEPARTMENT MUST OBTAIN LEGAL COUNSEL APPROVAL IF A VENDOR REQUESTS CHANGES TO THE CONTRACT OR WHERE EXCEPTIONS ARE INDICATED IN SCHEDULE “A”, A.4.

Legal Counsel Signature _____ Date _____

POLICY 609

Certified as to compliance

Not Applicable

Authorized Signature _____

**FORMERLY POLICY 609 – PLEASE SEE CLICK ON ATTACHED LINK:
http://umanitoba.ca/admin/governance/governing_documents/staff/309.htm**

BUDGET & GRANTS - Authorization of expenditure (where insufficient funds are indicated by Walker system)

Authorized Signature: _____

HUMAN RESOURCES

Employment

Independent Contractor

Reasons: _____

Authorized Signature: _____

HUMAN RESOURCES APPROVAL WILL BE REQUIRED WHEN THERE IS A QUESTION WHETHER THE WORK TO BE PERFORMED IS CONSIDERED “EMPLOYMENT” OR “INDEPENDENT CONTRACTOR”. PURCHASING WILL FORWARD TO HUMAN RESOURCES FOR APPROVAL.

PURCHASING SERVICES:

Quotes/Tenders required

Yes

No

Date Quotes/Tenders requested _____

Recommendations/Comments: _____

Authorized Signature _____

PURCHASING SIGNATURE IS REQUIRED PRIOR TO FORWARDING TO THE V.P.’S OFFICE FOR SIGNING.

CAR Form No. I _____

ICA Contract No. P _____

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made as of the most recent date set out on page 6 hereof.

BETWEEN:

THE UNIVERSITY OF MANITOBA

(the "University")

- and -

Operating Name _____

(the "Contractor")

WHEREAS the University wishes to engage the services of the Contractor and the Contractor agrees to provide services to the University on the terms set out herein;

NOW THEREFORE in consideration of the mutual terms and covenants herein provided, the parties hereto agree as follows:

Services

1. The Contractor shall provide the services as set out in Schedule "A" attached hereto on the terms and conditions set out in this Agreement (the "Services").

Term

2. The Contractor shall provide the Services to the University during the term set out in Schedule "A", unless this Agreement is renewed by the University or terminated earlier in accordance with the terms of this Agreement.

Reporting

3. Liaison with the University respecting the Services shall be with the person identified in Schedule "A" (the "University Liaison").
4. All reports and other documents to be prepared by the Contractor pursuant to Schedule "A" shall be submitted to the University Liaison in writing, unless otherwise specified in Schedule "A", and in form and content satisfactory to the University.
5. The Contractor shall keep the University Liaison informed about the progress of services provided under this Agreement at reasonable intervals or as may be specifically requested by the University Liaison.

Payment

6. The University shall pay the Contractor for the Services provided to the reasonable satisfaction of the University, according to the terms and conditions set out in Schedule "B" attached hereto.
7. The Contractor shall complete and initial the appropriate declarations set out in Schedule "B", and shall provide satisfactory invoices and supporting documentation to the University as set out in Schedule "B".

Expenses

8. The Contractor is required to provide space, facilities, equipment and/or materials at the Contractor's sole expense and the Contractor is solely responsible for making any arrangements and for paying any and all expenses incurred in connection with providing the Services (including telephone, office supplies, document copying, facsimile transmission and postage). Any exceptions must be noted on Schedule "C".

Termination

9. This Agreement may be terminated as follows:
 - (a) by the University where:
 - (i) in the reasonable opinion of the University, the Services provided by the Contractor are unsatisfactory, inadequate, or are improperly provided;
 - (ii) in the reasonable opinion of the University, the Contractor has failed to comply with any substantive term or condition of this Agreement;
 - (iii) the Contractor is dissolved or becomes bankrupt or insolvent;
 - (iv) the Services are provided in connection with a project for which the University has been awarded funding from an external source or for which the University receives payment for the provision of services to a third party, and that project or contract has been terminated or funding or payment reduced;
 - (b) by mutual agreement of the parties, expressed in writing.
10. Upon termination of this Agreement, the Contractor shall cease to provide any further Services. The University shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such compensation as, in the reasonable opinion of the University, the Contractor may be entitled to receive under this Agreement for work completed to the satisfaction of the University up to the date of termination.

Confidentiality

11. The Contractor agrees that any information, data, research, documents, photographs, negatives, computer programs (and related object and source codes and electronic files) and any other materials or products disclosed to the Contractor by the University or otherwise produced or developed by the Contractor in providing the Services, whether digitally or non-digitally (the "Materials"), will not be:
 - (a) published or disclosed to any third party except to:
 - (i) those of the Contractor's officers and employees who are directly concerned with the use, development or application of the Materials in the provision of the Services subject to Section 13; and
 - (ii) third parties to the extent necessary to provide the Services; nor
 - (b) used, sold or otherwise disposed of by the Contractor other than in the provision of the Services under this Agreement.
12. The Contractor shall:
 - (a) comply with any rules or directions made or given by the University with respect to safeguarding or ensuring the confidentiality of the Materials;
 - (b) advise the Contractor's officers and employees, to whom the Contractor may disclose the Materials, of the confidentiality and ownership provisions of this Agreement; and
 - (c) do that which is necessary and reasonable to prevent unauthorized disclosures, use, or sale (or other disposition for value) of the Materials.

13. Any additional obligations respecting confidentiality and any obligations respecting non-competition must be noted on Schedule "A".

Privacy

14. The Contractor is aware and acknowledges that the University is a public body under *The Freedom of Information and Protection of Privacy Act* (Manitoba) ("FIPPA") and *The Personal Health Information Act* (Manitoba) ("PHIA") and that records and information that are in the care and custody of the University and are subject to the provisions of FIPPA and PHIA.
15. The Contractor agrees to comply with the provisions of FIPPA and PHIA with respect to the collection, use and disclosure of records and information obtained by the Contractor in connection with this Agreement.
16. Upon completion of the Services, the Contractor shall confidentially destroy, or return the records and information to the University, at the University's option.

Ownership and Intellectual Property

17. Any Materials provided by the University to the Contractor for use in the provision of the Services shall remain the property of the University and shall be returned without cost to the University upon request.
18. Any Materials produced or developed by the Contractor and any of the Contractor's officers, employees, or agents in the provision of the Services, and all copyright and other intellectual property rights therein, are hereby or shall be exclusively assigned to the University by the Contractor and shall be delivered without cost to the University at the times set out in this Agreement or upon request.
19. The Contractor waives any moral rights the Contractor may have in connection with such Materials, and expressly disclaims any royalty rights in connection with the use, distribution or sale by the University of such Materials.
20. If the Materials produced or developed by the Contractor and any of the Contractor's officers, employees, or agents in the provision of the Services include:
 - (a) the development of computer programs, the Contractor must deliver to the University the related object and source codes at the time(s) set out in Schedule "A" or immediately upon termination of this Agreement, whichever is earlier;
 - (b) copies of work(s) to which a third party holds copyright, the Contractor must identify and provide appropriate credit to the author(s) and obtain copyright permission for inclusion of the work(s) in such Materials.
21. For the purposes of sections 18, 19 and 20, the term "Materials" shall not include third party computer programs or any products made available through its own separate license agreement. The Contractor will provide or assign to the University any such licenses.
22. Any additional exceptions to sections 18, 19 or 20 must be noted in Schedule "A".

Warranty

23. The Contractor agrees to carry out all contractual obligations required under this Agreement in a professional, competent and diligent manner.
24. The Contractor expressly warrants that the Services provided and the Materials produced or developed by the Contractor in providing the Services under this Agreement will conform to any specifications or other description furnished or adopted by the University and will be fit and sufficient for their intended purpose, of good workmanship and to the reasonable satisfaction of the University.

Insurance

25. The Contractor:
 - (a) acknowledges that the Contractor is solely responsible for ensuring that the Contractor and any of the Contractor's officers, employees, or agents in the provision of the Services has appropriate workers'

compensation (WCB) coverage, disability, malpractice and comprehensive general liability insurance coverage, and agrees to provide proof of such coverage to the University upon request; and

- (b) releases the University from any obligation of responsibility to provide such coverage.

Additional requirements respecting insurance coverage must be set out in Schedule "A".

Indemnity

26. The Contractor indemnifies and saves harmless the University, the University's officers, employees and agents against any and all liability, loss, damage, cost or expense which the University may hereafter sustain, incur, suffer or be required to pay by reason of:
- (a) the wilful or negligent act or omission of the Contractor;
 - (b) any assessment, re-assessment or any other act of an official of the federal, provincial and/or territorial governments relating to the Contractor;
 - (c) the Contractor's failure to secure the appropriate or any insurance coverage as specified under this Agreement; or
 - (d) a determination by an official of the federal, provincial and/or territorial governments or by a court of competent jurisdiction that the Contractor or any of its principals or employees is an employee of the University in providing the Services.

Notices

27. Any notice or other communication required to be given under this Agreement shall be given in writing and delivered by hand, courier (prepaid), registered mail (prepaid), or by facsimile transmission, to the addresses set out in Schedule "B" (or such other address as one party may subsequently notify the other in writing).
28. The failure of either party to give notice to the other of the breach or non-fulfilment of any provision of this Agreement shall not constitute acceptance of the said breach or non-fulfilment or any future breach or non-fulfilment.

Nature of Relationship

29. It is understood that this Agreement does not constitute an employment agreement and that the status of the Contractor and the Contractor's officers, employees and agents is that of an independent contractor and not that of an employee or agent of the University. The Contractor shall not commit the University to any expenditures or obligations to third parties.
30. It is the Contractor's own responsibility to declare to Revenue Canada payments received from the University under this Agreement based on the Contractor's invoices and the University's general cheques.

Conflict of Interest

31. The Contractor represents that:
- (a) the Contractor has no conflict of interest in providing the Services or has disclosed a conflict of interest and presented a management plan satisfactory to the University, and that the University will not be thereby compromised nor suffer loss;
 - (b) in the event that the Contractor, or any of the Contractor's principals and employees providing the Services, is otherwise an employee of the University:
 - (i) the Contractor will act in compliance with the University's *Conflict of Interest* policy and procedures;
 - (ii) the obligations hereunder shall not be undertaken on the University's time or using the University's resources or facilities;

- (iii) it is the Contractor's own responsibility to obtain independent legal and tax advice confirming the Contractor's status (or that of its principals and employees) as being an independent contractor at law and not an employee of the University;
- (iv) the Contractor will indemnify the University for any financial consequences should it or any of its principals or employees be deemed an employee of the University in providing the Services, in accordance with Section 26(d) above; and
- (v) the University reserves the right to prohibit principals and employees of the Contractor, who are otherwise employees of the University, from providing Services under this Agreement.

Legal and Professional Advice

- 32. The Contractor hereby acknowledges and confirms that the Contractor has been given an opportunity to obtain independent legal and other professional advice in connection with this Agreement.
- 33. The Contractor hereby confirms that the Contractor fully appreciates and understands the terms of this Agreement.

Laws, Policies, Regulations, Directives and By-Laws.

- 34. The Contractor shall ensure that all laws, regulations, by-laws and University policies (as set out at www.umanitoba.ca) and any other terms and conditions communicated (verbally or in writing) by the University are adhered to at all times by the Contractor's employees, agents, officers and invitees.

Governing Law and Jurisdiction

- 35. This Agreement shall be construed in accordance with the laws of Manitoba as applied to transactions taking place entirely within Manitoba between Manitoba residents. Any action taken relating to this Agreement shall be commenced in the Court of Queen's Bench (Winnipeg Centre) of Manitoba.

Assignment

- 36. This Agreement or any of the rights or obligations thereunder shall not be assigned in whole or in part by the Contractor without the prior written consent of the University.

Successors and Assigns

- 37. This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assignees of the Contractor.

Survival

- 38. Sections 11, 12, 13, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 31, 35 and 38 survive termination or expiration of this Agreement.

Conditions Precedent

- 39. Any conditions precedent to this Agreement must be noted by the University in Schedule "A".

Interpretation

- 40. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 41. Schedules "A" and "B" (and Schedule "C", if applicable) form part of this Agreement. To the extent that there is a conflict between the contents of these sections and the contents of Schedules "A" or "B" (or Schedule "C", if applicable), the contents of these sections shall govern; provided that where the Agreement allows for exceptions to the sections to be set out in Schedule "A" (and Schedule "C", if applicable), such exceptions shall not be deemed to create a conflict. Nothing prevents additional obligations, terms or conditions respecting the Contractor's provision of the Services being incorporated in the attached Schedules. To the extent there is a conflict between the terms and conditions of these sections and the Schedules, the contents of these sections shall govern.

Entire Agreement

42. This Agreement and the attached Schedules and Appendices contain the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.

Severability

43. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be null or void, the remainder of this Agreement shall continue in full force and effect provided that the substantive intent of this Agreement is not thereby compromised.

Execution

44. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by *facsimile* or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

IN WITNESS WHEREOF this Independent Contractor Agreement has been duly executed by the parties.

THE UNIVERSITY OF MANITOBA

Per: _____

Date: _____

Name:

Title:

CONTRACTOR

Contractor's full name

NOTE: CONTRACT MUST BE SIGNED BY 'CONTRACTOR' FIRST, PRIOR TO FORWARDING TO DEAN/DIRECTOR (REPORTING TO A V.P.) FOR SIGNING. THIS IS TO PREVENT COMPLICATIONS SHOULD THE CONTRACTOR REQUEST CLAUSE CHANGES TO THE AGREEMENT.

Per: _____

Date: _____

Name:

Title:

**** REMINDER TO CONTRACTOR - PLEASE COMPLETE AND INITIAL THE APPROPRIATE DECLARATIONS SET OUT IN SCHEDULE "B" ****

ONCE THE ICA IS SIGNED BY THE CONTRACTOR AND AUTHORIZED SIGNING AUTHORITY FOR THE DEPARTMENT/FACULTY (PLEASE SEE "LIST OF APPROVED SIGNING AUTHORITIES"), IN DUPLICATE, INCLUDING ALL APPLICABLE SCHEDULES, FORWARD TO PURCHASING FOR PROCESSING.

COMPLETE IN DETAIL

SCHEDULE "A"

SERVICES

A.1 The Contractor shall perform the following services in accordance with the attached outline/proposal which is attached hereto as Appendix "1" to Schedule "A".

CROSS OFF THE ONE NOT SELECTED.

IF DESCRIPTION OF SERVICES EXCEEDS THE ALLOWED SPACE - CHOOSE THIS OPTION

or

The Contractor shall perform the following services by the date(s) set out below:

Date

Service

PROVIDE A DETAILED DESCRIPTION OF THE SERVICES TO BE PROVIDED.

A.2 The University Liaison shall be from time to time.

AS ON CAR FORM, PERSON WHO MONITORS THE WORK.

or such other person as the University may identify

MONTH/DAY/YEAR

A.3 The term of this Agreement shall be from **START DATE** to **END DATE**, subject to earlier termination as set out in Section 9.

A.4 Additional obligations regarding confidentiality and non-competition (Section 13) are as set out below:

A.5 Exceptions regarding ownership and intellectual property (Sections 18, 19, 20 and 22) are as set out below:

PLEASE NOTE THAT ALL EXCEPTIONS TO THE CONTRACT WILL REQUIRE APPROVAL FROM THE UNIVERSITY OF MANITOBA LEGAL COUNSEL, INCLUDING ANY REQUESTED CHANGES TO THE TERMS/CONDITIONS IN THE INDEPENDENT CONTRACTOR AGREEMENT.

A.6 Additional obligations regarding insurance (Section 25) are as set out below:

A.7 Conditions precedent to this Agreement (section 39) are as set out below:

SCHEDULE "B"
PAYMENTS

'LUMP SUM PAYMENT'
REQUIRED IF CONTRACT
TERM IS LESS THAN 60 DAYS

B.1 Upon completion of the Services and receipt of a final invoice, the University will pay the Contractor a lump sum payment of \$ _____ (Cdn.) exclusive of applicable GST, HST and PST, for Services provided to the reasonable satisfaction of the University.

or

Upon receipt of periodic invoices, the University will pay the Contractor a maximum total of \$ _____ (Cdn.) exclusive of applicable GST, HST and PST, for Services provided to the reasonable satisfaction of the University, payable as follows:

IF NOT PAYABLE IN CANADIAN FUNDS, PLEASE CROSS OFF AND INDICATE CURRENCY. CONTRACTS CANNOT BE SET UP IN MULTIPLE CURRENCIES.

SELECT 'EITHER' PARAGRAPH 1 OR 2 OF B.1 AND CROSS OUT THE ONE NOT SELECTED.
NOTE: THE LUMP SUM OPTION MUST BE SELECTED FOR CONTRACT TERMS LESS THAN 60 DAYS.
PROVIDE A DETAILED PAYMENT SCHEDULE IF THE 'LUMP SUM' OPTION IS NOT SELECTED.
NOTE: PAYMENTS "CANNOT" BE BI-WEEKLY. MOST SUPPLIERS AND SUPPLIER PAYMENT SERVICES ARE NET 30 DAYS.
INVOICES ON BANNER CONTRACTS ARE TO BE AUTHORIZED BY DEPARTMENT LIAISON/INVOICE APPROVER VIA A SIGNED STANDING OR PART ORDER RECEIPT FORM OR A COPY OF THE RECEIPT NOTIFICATION.

NOTE: If the Contractor is a non-resident of Canada (including, an individual, sole proprietor, organization, corporation or partnership) supplying Services within Canada, the University is required to withhold fifteen percent (15%) of the payment(s) set out above pursuant to the Income Tax Act (Canada) unless the Contractor has obtained and provided to the University prior to the payment being issued a CRA Waiver indicating that the University is not required to withhold tax on behalf of the Contractor. The CRA Waiver Application can be found at <http://www.cra-arc.gc.ca/E/pbg/tf/r105/README.html>.

B.2 **THIS SECTION IS TO BE COMPLETED BY THE CONTRACTOR**

The Contractor shall INITIAL the statements that accurately describe the Contractor's status respecting the Government of Canada Goods and Services Tax, Harmonized Sales Tax and the Manitoba Provincial Sales Tax.

NOTE: In most cases, services in Canada are GST applicable. Please contact Canada Revenue Agency for further information.

NOTE: In some provinces such as Ontario, British Columbia, Nova Scotia, New Brunswick and Newfoundland and Labrador, services are HST applicable. Please contact Canada Revenue Agency for further information.

(a) G.S.T. will be invoiced on the Services described in Schedule "A":

ALL CONTRACTORS, REGARDLESS OF WHETHER THEY ARE A BUSINESS OR AN INDIVIDUAL, ARE REQUIRED TO COMPLETE 'ALL' SECTIONS OF B.2.

_____ YES GST registration # _____
(initial)

_____ NO Please specify reason: Contractor is a small supplier
(initial) Contractor is a non-resident supplying Services outside Canada
 Services are zero-rated
 Services are GST exempt
 Other:

NOTE: Should the Contractor become required to collect GST within the term of this Agreement, the Contractor must immediately notify the University and provide the University with the Contractor's GST registration number. The maximum dollar value of the contract currently excludes GST and the University reserves the right to terminate the Agreement if the Contractor becomes required to collect GST within the term of the Agreement.

(b) The Services described in Schedule "A" are taxable and P.S.T. will be invoiced:

____ YES
(initial)

____ NO
(initial)

(c) H.S.T. will be invoiced on the Services described in Schedule "A":

____ YES HST registration # _____
(initial)

____ NO Please specify reason: Contractor is a small supplier
(initial) Contractor is a non-resident supplying Services outside Canada
 Services are zero-rated
 Services are HST exempt
 Other:

NOTE: If the Contractor is obligated to but fails to invoice for GST, HST or PST on any invoice submitted for payment by the University, the Contractor shall not subsequently charge GST, HST or PST on the Services included in such invoice. The invoiced amount shall be deemed to include any GST, HST or PST, which ought to have been invoiced by the Contractor.

(d) The Contractor operates as a registered business:

____ YES Business Number: _____
(initial)

____ NO T4A to be issued
(initial) Social Insurance Number: _____
Home Address: _____

THE CONTRACTOR SHALL INITIAL THE STATEMENT BELOW which accurately describes whether the Contractor or the Contractor's principals are otherwise employees of the University of Manitoba:

____ The Contractor is not an employee of the University, and the principals and employees
(initial) of the Contractor providing the Services are not employees of the University

or

____ The Contractor, or the following principals or employees of the Contractor, are
(initial) otherwise employees of the University, and are subject to the provisions of Section 31(b):

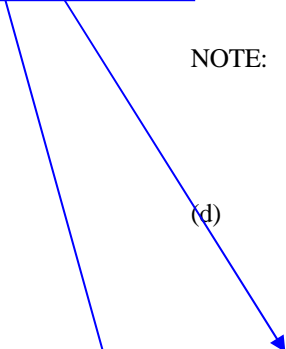
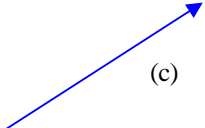
____ (Employee name) _____ (Employee number)

____ (Employee name) _____ (Employee number)

____ (Employee name) _____ (Employee number)

____ (Employee name) _____ (Employee number)

ALL CONTRACTORS, REGARDLESS OF WHETHER THEY ARE A BUSINESS OR AN INDIVIDUAL, ARE REQUIRED TO COMPLETE 'ALL' SECTIONS OF B.2.



- B.3 The Contractor shall submit invoices to the University Liaison as specified in Schedule "A" at the address indicated below. Invoices must contain the following information thereon:
- (a) ICA Contract number;
 - (b) description of Services performed during the applicable payment period; and
 - (c) the Social Insurance Number and physical home address of the Contractor if the Contractor does not have a Business Number, as per section B.2(d).

B.4 Any notice or other communication between the parties pursuant to Section 27 shall be delivered or sent by courier, prepaid registered mail or facsimile transmission to the respective addresses as set out below, or to such other address as one party hereto might subsequently advise the other:

If to the Contractor (please provide name, physical address, contact name and facsimile number):

Attention:

Fax No.:

COMPLETE IN DETAIL WITH CONTRACTORS INFORMATION.

DEPARTMENT TO COMPLETE BOTH SECTIONS OF B.4.

If to the University (please provide University Liaison departmental address, contact name and facsimile number):

The University of Manitoba

Attention:

Fax No.:

COMPLETE IN DETAIL WITH DEPARTMENT INFORMATION.

ENTER THE DOLLAR AMOUNT OF EXPENSES (IF APPLICABLE). THIS AMOUNT IS OVER AND ABOVE THE "SERVICES" PORTION OF THE CONTRACT AND MUST BE SHOWN SEPARATELY ON THE CONTRACT AND INVOICES. NOTE 'ORIGINAL' RECEIPTS ARE REQUIRED.

SCHEDULE "C"

EXPENSES

IF NOT PAYABLE IN CANADIAN FUNDS, PLEASE CROSS OFF AND INDICATE CURRENCY. NOTE: CONTRACT CANNOT BE SET UP IN MULTIPLE CURRENCIES.

C.1 Upon receipt of invoices, the University will pay the Contractor a maximum of \$_____ (Cdn.) for the following expenses incurred by the Contractor in connection with providing the Services:

<u>Expenses</u>	<u>Amount</u>
Reasonable long distance telephone calls, facsimile transmissions, and courier costs	At cost
Reasonable travel related expenses, with the prior express authorization of the University Liaison:	
(a) the lowest logical cost of return air transportation (or ground transportation, if preferred by the Contractor and less costly)	At cost
(b) parking and/or transportation to/from airports, taxi fares	At cost
(c) reasonable accommodation and meal expenses unless paid for directly by the University (excluding personal phone calls, bar bills, laundry, entertainment and other personal expenses)	At cost

For the purpose of this Agreement, the lowest logical cost of air transportation is defined as the most economical class of air travel over the most efficient route, taking into consideration specific travel requirements. If it is convenient to stay over an extra night to take advantage of reduced airfare, the University will pay the extra hotel and meal costs provided that these extra costs do not exceed the savings.

- C.2 In support of the Contractor's claim for approved travel-related expenses, the Contractor must submit to the University original supporting receipts and documentation to the satisfaction of University.
- C.3 Exceptions to the Contractor's responsibility for expenses (Section 8) are as set out below and are subject to the approval of Legal Counsel to the University: